



Retail Purchase Agreement - Tennessee -

BUYER		Justin Corelle Benford		
ADDRESS LINE 1		7022 SHALLOWFORD RD		
ADDRESS LINE 2		STE 1		
CITY, STATE, ZIP		CHATTANOOGA TN 37421-6714		
PHONE(S)	RES. 4234753285	BUS.		
VEHICLE BEING PURCHASED				
Year 2020	Make Tesla	Model Model 3		Body Sedan
Lic. Plate #	License Tab #	Expires	Mileage 8369	Color White
VIN # 5YJ3E1EA0LF792730				
<p>Dealership provides an express limited warranty. Buyer has a copy of the limited warranty agreement. No other express or implied warranties are made by the Dealership and there will be no implied warranties of merchantability or fitness for a particular purpose unless required by applicable law. Seller does not have to make any repairs on this vehicle, except as required under the limited warranty and applicable state law. Buyer(s) may also have other rights that vary from state to state.</p> <p>Buyer(s) ("you") and Dealership ("we") agree that this Retail Purchase Agreement (this "Agreement") is governed by federal law and the law of the state of the Dealership Address listed above. We are agreeing to sell to you and you are agreeing to buy from us the Vehicle at our licensed dealership location shown above, subject to the terms and conditions of this Agreement. We agree to transfer to you and you agree to accept title and ownership of the Vehicle in the state of the Dealership Address listed above. When we transfer title and ownership of the Vehicle to you, you may take delivery of the Vehicle from us at our licensed dealership location shown above or you may make arrangements with us to have the Vehicle transported to another mutually agreed-upon location for your pick-up.</p>				
TRADE IN VEHICLE #1				
Year N/A	Make N/A	Model N/A		Body
Lic. Plate # N/A	License Tab #	Expires	Mileage N/A	Color N/A
VIN # N/A				
TRADE IN VEHICLE #2				
Year N/A	Make N/A	Model N/A		Body
Lic. Plate # N/A	License Tab #	Expires	Mileage N/A	Color N/A
VIN # N/A				
Buyer's Initials				

 Date 12/08/2021 Phone 1-800-333-4554

 Dealership CARVANA, LLC

 Address 4270 KENILWOOD DRIVE

 City, State, Zip NASHVILLE, TN 37204-4714

 Stock Number 2001383608

THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

LA INFORMACION QUE VE ADHERIDA EN LA VENTANILLA FORMA PARTE DE ESTE CONTRATO. LA INFORMACION CONTENIDA EN ELLA PREVALECE POR SOBRE TODA OTRA DISPOSICION INCLUIDA EN EL CONTRATO DE COMPRAVENTA.

Selling price	\$46,590.00
Sales Tax	\$3,341.30
TN Registration Fee	\$26.50
Issuance Fee	\$8.00
Title Fee	\$5.50
Clerk Fee	\$1.00
Postage Fee	\$4.00
Electric Vehicle Fee	\$100.00
Emissions Fee	\$9.00
Chattanooga City Fee	\$5.00
Temporary Permit Fee	\$5.50
Business License Tax	\$139.77
Subtotal ^(Selling Price + Fees + Taxes)	\$50,235.57
Cash Down Payment	\$50,235.57
Total Down Payment (Cash Down Payment)	\$50,235.57
Balance Due (Subtotal - Total Down Payment)	\$0.00
TOTAL BALANCE DUE (BALANCE DUE + TRADE-IN BALANCE)	\$0.00

*This fee represents recovery of administrative overhead plus profit.



NOTICE TO THE BUYER(S): THE PAYOFF BALANCE REFERRED TO IN ESTIMATED PAY-OFF AND THE FEES REFERRED TO IN THE ABOVE LINE ITEMS ARE ESTIMATES, AT THE TIME THE BALANCES AND FEES ARE VERIFIED AND CONTRACT DETERMINED, APPROPRIATE ADJUSTMENTS, IF NECESSARY, WILL BE MADE. ANY DIFFERENCE IN THE PAYOFF AMOUNT IS THE RESPONSIBILITY OF THE BUYER(S).

Carvana Vehicle Return Program

We will give you the ability to return the Vehicle to Carvana and terminate this retail purchase agreement and any retail installment contract executed in connection herewith so long as:

1. You have not returned, exchanged, or swapped more than two (2) prior Vehicles to Carvana in connection with any Retail Purchase Agreements or Retail Installment Contracts associated with this transaction.
 - i. If you have returned, exchanged, or swapped two (2) prior Vehicles in connection with this transaction, you will be given a one-time opportunity to decline or accept the third and final Vehicle either during the delivery or pick-up appointment unless otherwise approved by Carvana.
2. You alert Carvana by phone, text, email, or chat prior to 8pm EST on the 7th calendar day after you take delivery of the Vehicle. The day your Vehicle is delivered, regardless of delivery time, will count as the first day of your seven (7) day test own;
3. You return the Vehicle in one of two ways:
 - i. Within a Carvana service area: you make the Vehicle available for pick up by a Carvana representative at a predetermined time and location the following business day. Cost of pickup will be paid by Carvana. Service area is designated by zip code and subject to change without prior notice.
 - ii. Outside of a Carvana service area: Carvana will arrange for transport of the Vehicle. The cost will be paid by you. Service area is designated by zip code and subject to change without prior notice.
4. The Vehicle is free of all liens and encumbrances other than the lien created in your favor by any applicable retail installment contract executed between you and Carvana;
5. The Vehicle is in the same condition you received it except for reasonable wear and tear (evidence of smoking in the Vehicle during the 7 Day Test Own is not considered reasonable wear and tear) and any mechanical problem that becomes evident after delivery that was not caused by you;
6. You have not driven it more than 400 miles;
7. The Vehicle is without damage or having been in an accident that occurred after you took delivery of the Vehicle;
8. If the Vehicle is driven more than 400 miles, at Carvana's election you will pay \$1.00 per mile for each mile the Vehicle was driven over 400 miles. If you return your Vehicle and had traded in a vehicle to us, we will return your trade to you only after you have paid all fees required for the return of the Vehicle. Required fees may not be paid by personal check. Required fees will be deducted from your down payment refund. If you paid your down payment via ACH transaction, we will pay you and/ or return your trade in by the earlier of (a) when you provide evidence that the ACH transaction was cleared, or (b) 15 business days after your purchase of the Vehicle. So long as you meet all conditions for return of the Vehicle outlined above, Carvana will not report this account to the credit bureaus.
9. Any Trade-In vehicles with current liens which are involved in this transaction will be paid off once sale is complete and after the test own period ends. You should continue to make payments on liens if payment is due within your test own period. The lien holder of the Trade-In vehicle will reimburse you for any over-payment after the transaction is complete.

Trade-in Representation and Warranty: You represent and warrant that the trade-in described in the Buyer's order/Purchase agreement, if any, has not been misrepresented and air pollution equipment is on the trade-in and is working, you will provide to us a Certificate of Title (or documents that allow us to obtain it), free of any lien(s) or encumbrance(s), (i.e. titling issues, child support or amounts due to government titling or registration agency,) and you have the right to sell the trade-in.

General: At time of delivery, or at any time during your 7 Day Test Own period, you may reject your vehicle and terminate your vehicle financing and purchase for any reason.

In certain states, dealers may not place any insignia that advertises the dealer's name on a vehicle unless the Buyer consents thereto in the purchase contract for such vehicle. Unless Buyer notifies dealer otherwise in writing, Buyer hereby expressly consents to the placement of Carvana's name on the vehicle's license plate cover. Buyer expressly waives any compensation for the placement of dealer's name on the vehicle.

Default: You will be in default if any of the following occurs (except as may be prohibited by law): 1. You gave us false or misleading information on carvana.com or on the telephone, via email or text message, in person, or any other communication medium in connection with the purchase of the Vehicle relating to this Agreement; 2. If we cannot verify any information that you have provided us; 3. If we discover a material adverse change in any information you provided us during our review process; 4. If you do not cooperate in the verification and review process described below; 5. You fail to keep any other agreement or promise you made in this Agreement and/or any retail installment contract executed in connection herewith.

Assignment: You may not assign your rights under this Agreement and/or any retail installment contract executed in connection herewith without our permission.

After-sale Review and Verification Process: The Vehicle sold to you is subject to an after-sale review and verification of the information you have provided to us. You agree to cooperate with the after-sale review and verification process.

Limitation on Damages: Unless prohibited by law, you shall not be entitled to recover from us any consequential, incidental or punitive damages, damages to property or damages for loss of use, loss of time, loss of profits, or income or any other similar damages. We are not liable for any failure or delay in delivering the vehicle to you if it is beyond our control, not our fault or we are not negligent.

References: To the extent you are financing your purchase with us, we may contact your employer or your references to verify the information you provided to us in connection with this Agreement.

Odometer (mileage): Each of your and our representations regarding odometer readings are subject to information provided by others, including government agencies. We each understand that this information is not always accurate. As permitted by applicable law, neither us is responsible for any inaccuracies in this information to the extent it is not the party's fault.

Disclosure on Airbags: We disclaim any knowledge of, and make no representation or warranty as to the condition or operability of the airbag(s) on the vehicle unless otherwise disclosed to you on the Carfax Vehicle History Report. You acknowledge that we have not made any representations, oral or in writing, as to the condition or operability of the airbag(s), and you accept the vehicle without representation or warranty from us. You further acknowledge that you had the opportunity to have the airbag(s) checked by someone of your choice prior to the expiration of your 7 Day Test Own Period.

Liability Insurance: You understand that state law requires you to purchase and maintain liability insurance. We do not provide liability insurance for you and it is not included in your Agreement. Your choice of insurance providers will not affect our decision to sell you the vehicle.

Record Retention: You agree that we may maintain documents and records related to the vehicle and the Agreement electronically, including, but not limited to, documents and record images, and that we may dispose of original documents. You agree that a copy of any such electronic records may be used and shall be deemed to be the same as an original in any arbitration, judicial, or non-judicial or regulatory proceeding related to the vehicle.

Arbitration Agreement: The arbitration agreement entered into between you and Dealer is incorporated by reference into and is part of this Agreement.

NOTICE: Carvana, LLC allows you to finance applicable sales/use taxes assessed on ancillary products (vehicle service contract, GPS, GAP Coverage). Whether you finance your vehicle purchase or pay cash, if your vehicle is registered in the state where you purchased your vehicle, Carvana will remit the applicable sales/use tax on ancillary products to that state on your behalf. Unless required by state law, if your vehicle is registered in a state that is not the state where you purchased the vehicle, Carvana will not collect or remit to the state of vehicle registration any applicable sales/use tax on ancillary products on your behalf unless you live in Kansas, Louisiana, or Pennsylvania.

Buyer acknowledges receipt of a copy of this Agreement. This agreement supersedes any oral agreements or understandings. The agreement cannot be modified except by a written agreement signed by all of the parties. This agreement is not binding until accepted by an authorized representative of Carvana.

Buyer _____
Justin Corelle Benford

Accepted By 
Carvana

BUYERS GUIDE

IMPORTANT: Spoken promises are difficult to enforce. Ask the dealer to put all promises in writing. Keep this form.

Tesla	Model 3	2020	5YJ3E1EA0LF792730
VEHICLE MAKE	MODEL	YEAR	VEHICLE IDENTIFICATION NUMBER (VIN)

WARRANTIES FOR THIS VEHICLE:

☐

IMPLIED WARRANTIES ONLY

The dealer doesn't make any promises to fix things that need repair when you buy the vehicle or afterward. But *implied warranties* under your state's laws may give you some rights to have the dealer take care of serious problems that were not apparent when you bought the vehicle.

☒

DEALER WARRANTY

- ☐ FULL WARRANTY.
- ☒ LIMITED WARRANTY. The dealer will pay 100 % of the labor and 100 % of the parts for the covered systems that fail during the warranty period.* Ask the dealer for a copy of the warranty, and for any documents that explain warranty coverage, exclusions, and the dealer's repair obligations. *Implied warranties* under your state's laws may give you additional rights.

SYSTEMS COVERED:	DURATION:
Gasoline Engine	100 days or 4,189 miles whichever comes first
Transaxle	100 days or 4,189 miles whichever comes first
Driveaxle	100 days or 4,189 miles whichever comes first
Air Conditioning	100 days or 4,189 miles whichever comes first

* A \$50 deductible will apply for each out-of-network repair visit.
In-network repair visits do not require a deductible.

NON-DEALER WARRANTIES FOR THIS VEHICLE:

- ☒ MANUFACTURER'S WARRANTY STILL APPLIES. The manufacturer's original warranty has not expired on some components of the vehicle.
- ☐ MANUFACTURER'S USED VEHICLE WARRANTY APPLIES.
- ☐ OTHER USED VEHICLE WARRANTY APPLIES.

Ask the dealer for a copy of the warranty document and an explanation of warranty coverage, exclusions, and repair obligations.

- ☐ SERVICE CONTRACT. A service contract on this vehicle is available for an extra charge. Ask for details about coverage, deductible, price, and exclusions. If you buy a service contract within 90 days of your purchase of this vehicle, *implied warranties* under your state's laws may give you additional rights.

ASK THE DEALER IF YOUR MECHANIC CAN INSPECT THE VEHICLE ON OR OFF THE LOT.

OBTAIN A VEHICLE HISTORY REPORT AND CHECK FOR OPEN SAFETY RECALLS. For information on how to obtain a vehicle history report, visit [ftc.gov/usedcars](https://www.ftc.gov/usedcars). To check for open safety recalls, visit [safercar.gov](https://www.safercar.gov). You will need the vehicle identification number (VIN) shown above to make the best use of the resources on these sites.

SEE OTHER SIDE for important additional information, including a list of major defects that may occur in used motor vehicles.

Si el concesionario gestiona la venta en español, pídale una copia de la Guía del Comprador en español.

Here is a list of some major defects that may occur in used vehicles.

Frame & Body

Frame-cracks, corrective welds, or rusted through

Dog tracks—bent or twisted frame

Engine

Oil leakage, excluding normal seepage

Cracked block or head

Belts missing or inoperable

Knocks or misses related to camshaft lifters and push rods

Abnormal exhaust discharge

Transmission & Drive Shaft

Improper fluid level or leakage, excluding normal seepage

Cracked or damaged case which is visible

Abnormal noise or vibration caused by faulty transmission or drive shaft

Improper shifting or functioning in any gear

Manual clutch slips or chatters

Differential

Improper fluid level or leakage, excluding normal seepage

Cracked or damaged housing which is visible

Abnormal noise or vibration caused by faulty differential

Cooling System

Leakage including radiator

Improperly functioning water pump

Electrical System

Battery leakage

Improperly functioning alternator, generator, battery, or starter

Fuel System

Visible leakage

Inoperable Accessories

Gauges or warning devices

Air conditioner

Heater & Defroster

Brake System

Failure warning light broken

Pedal not firm under pressure (DOT spec.)

Not enough pedal reserve (DOT spec.)

Does not stop vehicle in straight line (DOT spec.)

Hoses damaged

Drum or rotor too thin (Mfr. Specs)

Lining or pad thickness less than 1/32 inch

Power unit not operating or leaking

Structural or mechanical parts damaged

Air Bags

Steering System

Too much free play at steering wheel (DOT specs.)

Free play in linkage more than 1/4 inch

Steering gear binds or jams

Front wheels aligned improperly (DOT specs.)

Power unit belts cracked or slipping

Power unit fluid level improper

Suspension System

Ball joint seals damaged

Structural parts bent or damaged

Stabilizer bar disconnected

Spring broken

Shock absorber mounting loose

Rubber bushings damaged or missing

Radius rod damaged or missing

Shock absorber leaking or functioning improperly

Tires

Tread depth less than 2/32 inch

Sizes mismatched

Visible damage

Wheels

Visible cracks, damage or repairs

Mounting bolts loose or missing

Exhaust System

Leakage

Catalytic Converter

DEALER NAME

CARVANA, LLC

ADDRESS

4270 KENILWOOD DRIVE

NASHVILLE, TN 37204-4714

TELEPHONE

1-800-333-4554

EMAIL

DL-CarvanaPhoenixAdvocate@carvana.com

FOR COMPLAINTS AFTER SALE, CONTACT:

Carvana Customer Advocates at: 1.800.333.4554 or

1930 W Rio Salado Pkwy, Tempe, AZ 85281

IMPORTANT: The information on this form is part of any contract to buy this vehicle. Removing this label before consumer purchase (except for purpose of test-driving) violates federal law (16 C.F.R. 455).



Carvana™ Limited Warranty


LIMITED WARRANTY NUMBER

CVLW 17661508

PLEASE KEEP A COPY OF THIS LIMITED WARRANTY IN YOUR VEHICLE

CONTRACT HOLDER					
CUSTOMER'S NAME Justin Corelle Benford			CO-CUSTOMER'S NAME N/A		
ADDRESS 7022 Shallowford Rd		CITY Chattanooga		STATE TN	ZIP 37421-6714
PHONE NUMBER 4234753285		EMAIL ADDRESS focusmr000@gmail.com			
VEHICLE INFORMATION					
YEAR 2020	MAKE Tesla	MODEL Model 3			
VIN 5YJ3E1EA0LF792730	CURRENT ODOMETER 8369	VEHICLE PURCHASE DATE 12/08/2021	VEHICLE PURCHASE PRICE 46,590.00	CONTRACT TERM 100 DAYS/4,189 MILES	
DEALERSHIP					
DEALERSHIP NAME CARVANA, LLC		PHONE NUMBER 1-800-333-4554		DEALERSHIP NUMBER 20102	
ADDRESS 4270 KENILWOOD DRIVE		CITY NASHVILLE		STATE TN	ZIP 37204-4714

I have read and understand this Limited Warranty ("Limited Warranty"):

_____ Signature of Customer	N/A _____ Signature of Co-Customer	12/08/2021 _____ Effective Date	 _____ Signature of Dealer Representative
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COVERAGE: 100 DAY/4,189 MILE LIMITED WARRANTY

- (1) Coverage Term - This portion of the Coverage ends with either of the following, whichever occurs first: (i) 100 days from Vehicle Purchase Date or (ii) when Your Vehicle has been driven 4,189 miles measured from the Current Odometer reading (indicated above).
- (2) Covered Parts – Repairs on all assemblies and parts are covered on Your Vehicle under the 100 Day/4,189 Mile Limited Warranty except the following items or conditions, which are excluded and not covered unless otherwise required by state law:
 - Interior or Exterior Cosmetic Imperfections
 - Replaceable/Wearable Parts
 - Recommended Maintenance
 - Aftermarket Accessories
- (3) In-Network Deductible - \$0; Out-of-Network Deductible - \$50

DEFINITIONS

- (1) "Administrator" means SilverRock Automotive Inc, PO Box 29087, Phoenix, AZ 85038-9087, Toll Free: (866) 628-3905.
- (2) "Breakdown" means that event caused by the total failure of any Covered Part to work as it was designed to work in normal service due to defects in material or workmanship; provided, however, such meaning is specifically limited by those certain conditions under which a failure of a Covered Part is not deemed a Breakdown as identified in the section captioned "Exclusions".
- (3) "Coverage" means the 100 Day/4,189 Mile Limited Warranty as described herein, subject to these terms and conditions.
- (4) "Covered Part" means an item listed as a Covered Part in the applicable "Coverage" sections above.
- (5) "Customer", "Co-Customer", "You", and "Your" mean the individual(s) identified in this Limited Warranty.
- (6) "Dealership", "We", "Us" and "Our" mean Carvana, LLC. This Limited Warranty is provided to You by Us.
- (7) "Interior or Exterior Cosmetic Imperfections" means any physical defects on your vehicle that do not affect the drivability or safety of the vehicle.
- (8) "Recommended Maintenance": means any normal or scheduled maintenance – the parts and services that all vehicles routinely need. This includes, lubrication, engine tune-ups, replacing filters of any kind, coolant, spark plugs, bulbs or fuses (unless those costs result from a covered repair) and cleaning and polishing.
- (9) "Replaceable/Wearable Parts" means any part that is designed to wear down or be replaced with general maintenance of the vehicle. Wearable components include but not limited to your drive belt, tires, brake pads, brake rotors, clutch material (in manual transmissions), wiper blades and fluids.
- (10) "Repair Visit" means a visit to a repair facility to perform a diagnosis, teardown, or a covered repair.
- (11) "Your Vehicle" means the Customer's vehicle identified in this Limited Warranty.



You may contact the Administrator during normal business hours at the following number or address:

P.O. Box 29087, Phoenix, AZ 85038-9087 • (866) 628-3905



Carvana™ Limited Warranty

LIMITED WARRANTY NUMBER

CVLW 17661508

YOUR OBLIGATIONS

- (1) In order for this Limited Warranty to remain in force, You must properly operate, care for and maintain Your Vehicle as recommended by Your Vehicle's manufacturer.
- (2) Either You or Your licensed repair facility must obtain the Administrator's authorization number prior to beginning any covered repair.
- (3) You are responsible for paying the Deductible indicated for each Repair Visit.
- (4) You are responsible for authorizing and paying for any teardown or diagnosis time needed to determine if Your Vehicle has a covered Breakdown. In the event the vehicle requires teardown for diagnosis, the repair facility will need to contact the Administrator prior to beginning teardown. If it is subsequently determined that the repair is needed due to a covered Breakdown then We will pay for this part of the repair. If the failure is not a covered Breakdown then You are responsible for this charge.

OUR OBLIGATIONS

- (1) If a covered Breakdown of Your Vehicle occurs during the term of this Limited Warranty, We will:
 - (a) Repair or replace, as the Administrator deems appropriate, the Covered Part(s) which caused the Breakdown if You have met Your obligations and if the Breakdown is not excluded under the Exclusions section. Replacement parts may be of like kind and quality, subject to Administrator's discretion. This may include the use of new, remanufactured or used parts as determined by the Administrator.
 - (b) Reimburse You for a rental car at the rate of up to \$40.00 per day for a maximum of \$400 per Breakdown or series of Breakdowns related in time or cause. The rental car reimbursement benefit is calculated using the total labor time required to repair the Breakdown(s), such that every (8) labor hours (or additional portion thereof) qualifies You for one (1) day of rental car reimbursement. Required labor time is determined from the national repair manual in use by the repair facility. To receive rental benefits you must supply Administrator with Your receipt from a licensed rental agency within ninety (90) days. Administrator is not responsible for rental costs incurred due to delays in the repair process caused by the repair facility.

FOR EMERGENCY ROADSIDE ASSISTANCE – CALL TOLL FREE (888) 300-8607

- Towing. Limit of [\$75] per incident or failure related in time or cause.
- Gasoline and fluids. An emergency supply will be provided when an immediate need arises. Limit of [\$75] per occurrence. You are responsible for cost of fluids delivered.
- Flat tire assistance. Removal and replacement with Your provided spare. Limit of [\$75] per occurrence.
- Lock-out assistance. Service will provide for a locksmith to gain entry to Your Vehicle if the keys are locked inside. Limit of [\$75] per occurrence.
- Battery jump start. A jump start will be provided when an immediate need arises due to a drained battery. Limit of [\$75] per occurrence.

WHAT TO DO IF YOU HAVE A BREAKDOWN

- (1) In the event of a Breakdown, follow this step by step procedure:
 - (a) Use all reasonable means to protect Your Vehicle from further damage. This may require You to stop Your Vehicle in a safe place, turn off the engine, and have Your Vehicle towed.
 - (b) Instruct Your repair facility to contact the Administrator at Toll Free (866) 628-3905 for instructions before any repairs are started on Your Vehicle. All repair work must be performed by a licensed repair facility.
 - (c) Furnish the repair facility or Administrator with such information as this Limited Warranty may reasonably require. This includes receipts for towing and signed repair orders (indicating dates and mileage).
- (2) If Your Vehicle requires an emergency repair outside of the Administrator's normal business hours, then You must fulfill Your Obligations and retain any replaced parts for the Administrator's inspection. You must contact the Administrator the next business day for instructions on submitting the claim. For an emergency repair to a Covered Part Your claim will not be denied solely for lack of prior authorization. "Emergency repair" means only repair outside of Administrator's normal business hours.
- (3) Absent prior written approval by Administrator, all claim documentation must be received by Administrator within ninety (90) days of claim authorization date.

COVERAGE EXCLUSIONS

- (1) All parts or services not specifically listed as Covered Parts under the applicable Covered Parts section of this Limited Warranty are not covered.
- (2) This Limited Warranty provides no benefits or coverage and We have no obligation under this Limited Warranty for:
 - (a) A Breakdown caused by lack of customary, proper, or manufacturer's specified maintenance.
 - (b) A Breakdown caused by contamination of or lack of proper fuels, fluids, coolants or lubricants, including a Breakdown caused by a failure to replace seals or gaskets in a timely manner.
 - (c) A Breakdown caused by towing a trailer, another vehicle or any other object unless Your Vehicle is equipped for this use as recommended by the manufacturer.
 - (d) Repair of any parts during a covered repair which are not necessary to the completion of the covered repair or were not damaged by the failure of a Covered Part. Such replacement is considered betterment and is not covered.
 - (e) A Breakdown caused by or involving modifications or additions to Your Vehicle or Covered Parts unless those modifications or additions were performed or recommended by the manufacturer.
 - (f) A Breakdown caused by or involving off-roading, misuse, abuse, lift kits, lowering kits, oversize or undersize tires, racing components, racing or any form of competition.



You may contact the Administrator during normal business hours at the following number or address:

P.O. Box 29087, Phoenix, AZ 85038-9087 • (866) 628-3905

**CARVANA****Carvana™ Limited Warranty**

LIMITED WARRANTY NUMBER

CVLW 17661508

- (g) Any repair which would normally be provided by Your Vehicle manufacturer, a repair shop or part supplier under their respective warranty(s).
- (h) Costs or other damages caused by the failure of a part not listed under Covered Parts.
- (i) Damage to Your Vehicle caused by continued vehicle operation after the failure of a Covered Part.
- (j) Any liability, cost or damages You incur or may incur to any third parties other than for Administrator approved repair or replacement of Covered Parts which caused a Breakdown.
- (k) A Breakdown caused by overheating, rust, corrosion, or physical damage.
- (l) A Breakdown or damage to Your Vehicle caused by collision, fire, electrical fire or meltdown, theft, freezing, vandalism, riot, explosion, lightning, earthquake, windstorm, hail, water, flood or acts of the public enemy or any government authority, or for any hazard insurable under standard physical damage insurance policies whether or not such insurance is in force respecting Your Vehicle.
- (m) A Breakdown not occurring in the United States or Canada.
- (n) Loss of use, loss of time, lost profits or savings, inconvenience, commercial loss, or other incidental or consequential damages or loss that results from a Breakdown.
- (o) Liability for damage to property, or for injury to or death of any person arising out of the operation, maintenance, or use of Your Vehicle whether or not related to a Breakdown.
- (p) Any cost or other benefit for which the manufacturer has announced its responsibility through any means including public recalls or factory service bulletins.
- (q) Any part not covered by, or excluded by Your Vehicle's manufacturer's warranty.
- (r) Adjustments of or to, repair or replacement of any Covered Part if a Breakdown has not occurred or if the wear on that part has not exceeded the field tolerances allowed by the manufacturer.
- (s) A Breakdown if your odometer fails, or for any reason does not record the actual mileage of Your Vehicle after purchase date and You do not have it repaired and the mileage certified within thirty (30) days of failure date.
- (t) A Breakdown if Your Vehicle is used for business, deliveries, construction, or commercial hauling; Your Vehicle is used as a postal vehicle, taxi, police car or other emergency vehicle; You rent Your Vehicle to someone else; Your Vehicle is equipped with a snow plow or used to plow snow; You are using or have used or modified Your Vehicle in a manner which is not recommended by the Vehicle manufacturer.
- (u) Exclusion of Airbags: We disclaim any knowledge of, and make no representation or warranty as to the condition or operability of the airbag(s) on the Vehicle unless otherwise disclosed to you on the AutoCheck Vehicle History Report. You acknowledge that We have not made any representations, oral or in writing, as to the condition or operability of the airbag(s), and You accept the Vehicle without representation or warranty from us. You further acknowledge that You had the opportunity to have the airbag(s) checked by someone of your choice prior to the completion of the sale.

LIMITATION OF LIABILITY

Our total liability for any amounts paid or payable by Us to You under this Limited Warranty shall not exceed the Vehicle Purchase Price as listed in the Vehicle Information Section on Page 1 (excluding tax, title, and license fees), unless otherwise prohibited by law.

OTHER IMPORTANT PROVISIONS

- (1) This Limited Warranty will terminate when You sell Your Vehicle, when Your Vehicle reaches the time or mileage limitation, or You reach the Limit of Liability, whichever occurs first.
- (2) This Limited Warranty and its benefits are not transferable to any other vehicle owner and apply only to the Customer named above.
- (3) All implied warranties which may arise under state law, including all implied warranties of merchantability and fitness for a particular purpose, are limited to the duration of this Limited Warranty. Some states do not allow limitations on how long an implied warranty lasts so the above limitations or exclusions may not apply to you.
- (4) This Limited Warranty does not cover any incidental, consequential, punitive, or other special damages. Some states do not allow the limitation or exclusion of incidental or consequential damages, so the above limitation or exclusion may not apply to you.
- (5) This Limited Warranty gives You specific legal rights, and you may also have other rights which vary from State to State.



You may contact the Administrator during normal business hours at the following number or address:

P.O. Box 29087, Phoenix, AZ 85038-9087 • (866) 628-3905

ODOMETER DISCLOSURE STATEMENT

(Retail)

DATE OF STATEMENT 12/08/2021


Federal law (and State law, if applicable) requires that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

I, CARVANA, LLC. state that the odometer now reads8369 (no tenths) miles and to the best of my knowledge that it reflects the actual mileage of the vehicle described below, unless one of the following statements is checked:☐

- (1) I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits.

☐

- (2) I hereby certify that the odometer reading is NOT the actual mileage.
WARNING -- ODOMETER DISCREPANCY

YEAR 2020 MAKE Tesla MODEL Model 3BODY TYPE Sedan VEHICLE ID NO.
5YJ3E1EA0LF792730TRANSFEROR'S NAME CARVANA, LLC.
(PRINTED NAME)TRANSFEROR'S ADDRESS 4270 KENILWOOD DRIVE
(STREET)NASHVILLE
(CITY)TN
(STATE)37204-4714
(ZIP)TRANSFEROR'S NAME ☒ 
(SIGNATURE) Paul BreauxTRANSFeree'S NAME Justin Corelle Benford
(PRINTED NAME)TRANSFeree'S ADDRESS 7022 Shallowford Rd
(STREET)Chattanooga
(CITY)TN
(STATE)37421-6714
(ZIP)TRANSFeree'S NAME ☒ _____
(SIGNATURE) Justin Corelle Benford

GUÍA DEL COMPRADOR

IMPORTANTE: Las promesas verbales son difíciles de hacer cumplir. Solicite al concesionario que ponga todas las promesas por escrito. Conserve este formulario.

Tesla	Model 3	2020	5YJ3E1EA0LF792730
MARCA DEL VEHÍCULO	MODELO	AÑO	NÚMERO DE IDENTIFICACIÓN DEL VEHÍCULO (VIN)

GARANTÍAS PARA ESTE VEHÍCULO:

☐

COMO ESTÁ - SIN GARANTÍA DEL CONCESIONARIO

EL CONCESIONARIO NO PAGARÁ NINGUNA REPARACIÓN. El concesionario no provee una garantía para reparaciones hechas después del momento de la venta.

☒

GARANTÍA DEL CONCESIONARIO

- ☐
- GARANTÍA COMPLETA.
-
- ☒
- GARANTÍA LIMITADA. El concesionario pagará el
- 100
- % de la mano de obra y el
- 100
- % de las partes de los sistemas cubiertos que fallen durante el período de garantía. Pídale al concesionario una copia de la garantía y de cualquier documento que le explique la cobertura, las exclusiones y las obligaciones de reparación del concesionario. Las
- garantías implícitas*
- , según las leyes de su estado, podrían darle derechos adicionales.

SISTEMAS CUBIERTOS:	DURACIÓN:
Motor de Gasolina	100 días o 4189 millas, lo que ocurra primero
Transeje	100 días o 4189 millas, lo que ocurra primero
Eje motriz	100 días o 4189 millas, lo que ocurra primero
Aire acondicionado	100 días o 4189 millas, lo que ocurra primero

Se aplicará un deducible de \$50 por cada visita de reparación fuera de la red de proveedores. Visitas de reparación dentro de la red de proveedores no requieren un deducible.

GARANTÍAS QUE NO PERTENECEN AL CONCESIONARIO:

- ☒
- LA GARANTÍA DEL FABRICANTE TODAVÍA APLICA. La garantía original del fabricante no ha expirado para algunos de los componentes del vehículo.
-
- ☐
- SE APLICA LA GARANTÍA DEL FABRICANTE PARA VEHÍCULOS USADOS.
-
- ☐
- SE APLICA OTRA GARANTÍA PARA VEHÍCULOS USADOS.

Pídale al concesionario una copia del documento de garantía y una explicación de la cobertura, las exclusiones y las obligaciones de reparación.

- ☐
- CONTRATO DE MANTENIMIENTO. Con un cargo adicional, puede obtener un contrato de mantenimiento para este vehículo. Pregunte acerca de los detalles de la cobertura, los deducibles, el precio y las exclusiones. Si compra un contrato de mantenimiento dentro de los 90 días desde el momento en que compró el vehículo, las
- garantías implícitas*
- según las leyes de su estado podrían darle derechos adicionales.

PREGÚNTELE AL CONCESIONARIO SI SU MECÁNICO PUEDE INSPECCIONAR EL VEHÍCULO DENTRO O FUERA DEL CONCESIONARIO.

OBTENGA UN INFORME DEL HISTORIAL DEL VEHÍCULO Y VERIFIQUE SI EXISTEN RETIROS POR DEFECTOS DE SEGURIDAD PENDIENTES. Para información sobre cómo obtener un Informe del Historial del Vehículo, visite el sitio [ftc.gov/carrosusados](https://www.ftc.gov/carrosusados). Para verificar si existen retiros por defectos de seguridad pendientes, visite [safercar.gov](https://www.safercar.gov). Para aprovechar al máximo los recursos de estos sitios necesitará el número de identificación de vehículo (VIN) mostrado anteriormente.

CONSULTE EL DORSO para obtener más información, incluyendo una lista de defectos importantes que pueden ocurrir en vehículos de motor usados.

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GARANTÍAS PARA ESTE VEHÍCULO:

☐

SOLO GARANTÍAS IMPLÍCITAS

El concesionario no hace ninguna promesa de reparar lo que sea necesario cuando compre el vehículo o posteriormente. Sin embargo, las *garantías implícitas* según las leyes estatales podrían darle algunos derechos para hacer que el concesionario se encargue de ciertos problemas que no fueran evidentes cuando compró el vehículo.

☒

GARANTÍA DEL CONCESIONARIO

- ☐
- GARANTÍA COMPLETA.
-
- ☒
- GARANTÍA LIMITADA. El concesionario pagará el
- 100%
- de la mano de obra y el
- 100%
- de las partes de los sistemas cubiertos que fallen durante el período de garantía. Pídale al concesionario una copia de la garantía y de cualquier documento que le explique la cobertura, las exclusiones y las obligaciones de reparación del concesionario. Las
- garantías implícitas*
- , según las leyes de su estado, podrían darle derechos adicionales.

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Motor de Gasolina	100 días o 4189 millas, lo que ocurra primero
Transeje	100 días o 4189 millas, lo que ocurra primero
Eje motriz	100 días o 4189 millas, lo que ocurra primero
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- ☐
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-
- ☐
- SE APLICA OTRA GARANTÍA PARA VEHÍCULOS USADOS.

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- según las leyes de su estado podrían darle derechos adicionales.

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CONSULTE EL DORSO para obtener más información, incluyendo una lista de defectos importantes que pueden ocurrir en vehículos de motor usados.

A continuación podrá encontrar una lista de los defectos principales que podrían ocurrir en vehículos usados.

Chasis y carrocería

Grietas en el chasis, soldaduras correctivas u oxidadas
Descuadrado: chasis doblado o torcido

Motor

Pérdidas de aceite, excepto las filtraciones normales
Bloque o cárter con grietas
Correas ausentes o fuera de servicio
Golpes o fallas relacionados con
 levantadores de levas o bielas
Descarga del escape fuera de lo normal

Transmisión y eje motor

Nivel inadecuado de fluido o pérdidas excepto filtraciones normales
Grietas o daños visibles en la caja.
Ruidos o vibraciones fuera de lo normal ocasionadas por la transmisión o el eje motor
Cambios o funcionamiento inadecuados en cualquier velocidad
Patinados o vibraciones del embrague manual

Diferencial

Nivel inadecuado de fluido o pérdidas excepto filtraciones normales
Grietas o daños visibles en el cárter del diferencial
Ruidos o vibraciones fuera de lo normal ocasionadas por fallas en el diferencial.

Sistema de enfriamiento

Pérdidas, incluidas las del radiador
Funcionamiento inadecuado de la bomba de agua

Sistema eléctrico

Pérdidas en la batería
Funcionamiento inadecuado del alternador, generador, batería o arrancador

Sistema de combustible

Pérdidas visibles

Accesorios fuera de servicio

Indicadores o dispositivos de advertencia
Aire acondicionado
Calefacción y Desempañador

Sistema de frenos

Luz de advertencia de fallas rota
Falta de firmeza cuando se presiona el pedal (según especificaciones del Departamento de Transporte [DOT])
Distancia insuficiente del pedal (según especificaciones del DOT)
El vehículo no se detiene en línea recta (según especificaciones del DOT)
Mangueras dañadas
Tambor o rotor muy delgados (según especificaciones del fabricante)
Grosor de la placa o del revestimiento inferior que 1/32 pulgadas
Unidad de potencia fuera de servicio o con pérdidas
Partes estructurales o mecánicas dañadas

Bolsas de aire

Sistema de dirección

Demasiado juego en el volante (según especificaciones del DOT)
Juego mayor a 1/4 de pulgada en el varillaje.
El mecanismo de dirección se traba
Alineación inadecuada de las ruedas frontales (según especificaciones del DOT)
Grietas o deslizamientos en las correas de la unidad de potencia
Nivel inadecuado de fluidos de la unidad de potencia

Sistema de suspensión

Juntas de rótula dañadas
Partes estructurales dobladas o dañadas
Barra estabilizadora desconectada
Resorte roto
Cojinete del amortiguador suelto
Cojinetes de caucho dañados o ausentes
Biela dañada o ausente
Amortiguador con pérdidas o con funcionamiento inadecuado

Neumáticos

Profundidad de las ranuras menor que 2/32 de pulgada
Tamaños que no corresponden
Daños visibles

Ruedas

Grietas, daños o reparaciones visibles
Tornillos de sujeción sueltos o ausentes

Sistema de escape

Pérdidas
Convertidor catalítico

NOMBRE DEL CONCESIONARIO

CARVANA, LLC

DIRECCIÓN DEL CONCESIONARIO

4270 KENILWOOD DRIVE

NASHVILLE, TN 37204-4714

TELÉFONO

1-800-333-4554

CORREO ELECTRÓNICO

DL-CarvanaPhoenixAdvocate@carvana.com

PARA QUEJAS DESPUÉS DE LA VENTA COMUNÍQUESE CON:

IMPORTANTE: La información de este formulario es parte de cualquier contrato para comprar este vehículo. Quitar esta etiqueta antes de la compra del consumidor (excepto a los fines de realizar una prueba de conducción) es una infracción a la ley federal (16 C. F. R. 455).

ARBITRATION AGREEMENT

NOTICE OF ARBITRATION AGREEMENT

We both agree that if we have a dispute, either of us can decide to resolve it by using arbitration. Arbitration is a formal process for resolving disputes without going to court. If you want to learn more about arbitration, please navigate to the following links in your browser:

- <http://info.adr.org/consumer-arbitration/>
- <https://www.jamsadr.com/adr-arbitration>

If you wish, **you can decide to opt out and reject this arbitration agreement** but to reject this arbitration agreement you will need to follow the instructions under the heading "Your Right to Reject this Agreement". You will need to act in the next 30 days or you lose your right to reject this arbitration agreement. It is your choice.

By choosing arbitration, we are both giving up our right to go to court (except small claims court) to resolve our dispute. In arbitration a neutral person, called an arbitrator, listens to both of us and decides how our dispute is resolved. Arbitrator decisions are enforceable, just like a court order. Unlike court orders, these decisions are subject to very limited review by a court. Once a decision is made it is final, except in very limited circumstances.

In arbitration, we both give up our right to a judge or jury, and, as a result, there is no jury trial. However, if either of us elects to use small claims court to resolve the dispute, the dispute will be resolved in small claims court rather than arbitration.

If you or we choose arbitration, only our individual claims will be arbitrated. Claims by groups of individuals or "Class" arbitrations, are not allowed. By choosing to arbitrate, you will be giving up your right to participate in a class action or a private attorney general action in court or in arbitration with respect to the dispute.

Arbitration rules are generally simpler and more limited than court rules. If you want to learn more about the rules and how they work, navigate to the following link in your browser:

- https://www.adr.org/sites/default/files/Consumer_Rules_Web.pdf
- <https://www.jamsadr.com/rules-streamlined-arbitration/>

The Arbitration Agreement also explains what the fees and costs for the arbitration will be, and who will pay them.

This is only a summary. As with all legal agreements, please read the entire agreement carefully before you sign.

Unless you opt out of the Arbitration Agreement, it will substantially affect your rights in the event of a dispute between you and us.

"Us/We/Our" means Carvana, any purchaser, assignee or servicer of the Contract, all of their parent companies, and all subsidiaries, affiliates, predecessors and successors, and all officers, directors and employees of any of the foregoing. "Us/We/Our" also means any third party providing any product or service in connection with or incidental to the Contract, the sale of the vehicle and/or other goods or services covered by the Contract and/or related to the vehicle, if such third party is named as a co-defendant with us in a Claim you assert. "Us/We/Our" have these meanings only for this Agreement. This Agreement is part of, and is hereby incorporated into, the Contract. However, whenever in this Agreement the term "Contract" is used, it does not include this Agreement.

"You/Your" means you and/or any of your heirs or personal representatives.

"Contract" means the Retail Purchase Agreement (in Texas, the Buyer's Order) and/or the related Retail Installment Contract and Security Agreement (in California, Conditional Sales Contract and Security Agreement) you signed with us in connection with this purchase, and any prior Retail Purchase Agreement (in Texas, Buyer's Order) and/or Retail Installment Contract and Security Agreement (in California, Conditional Sales Contract and Security Agreement) that you previously had with us.

"Agreement" means this Arbitration Agreement.

"Including" and "includes" means "including but not limited to."

This Agreement describes how a Claim may be arbitrated instead of litigated in court.

"Claim" means any claim, dispute or controversy between you and us arising from or related to one or more of the following:

- (a) The Contract.
- (b) The vehicle or the sale of the vehicle.
- (c) The provision or sale of any goods and services like warranties, insurance and extended service contracts covered by the Contract or related to the vehicle.
- (d) The relationships resulting from the Contract.
- (e) Advertisements, promotions or oral or written statements related to the Contract.
- (f) The financing terms.
- (g) Your credit applications.
- (h) The origination and servicing of the Contract.
- (i) The collection of amounts you owe us.
- (j) Any repossession, or replevin, of the vehicle.
- (k) Your personal information.
- (l) The rescission or termination of the Contract.

"Claim" has the broadest reasonable meaning. It includes claims of every kind of nature. This includes initial claims, counterclaims, cross-claims, third-party claims, statutory claims, contract claims, negligence and tort claims (including claims of fraud and other intentional torts). However, notwithstanding any language in this Agreement to the contrary, a "Claim" does not include a dispute about validity, enforceability, coverage or scope of this Agreement (including, without limitation, the paragraph below captioned "No Class Actions or Private Attorney General Actions," the final sentence under the paragraph below captioned "Miscellaneous" and/or this sentence); any such dispute is for a court, and not an arbitrator to decide. This exclusion from the definition of a "Claim" does not apply to any dispute or argument that concerns the validity or enforceability of the Contract as a whole; any such dispute or argument is for the arbitrator, not a court, to decide.

Even if you and we elect to litigate a Claim in court, you or we may elect to arbitrate any other Claim, including a new Claim in that lawsuit or any other lawsuit. Nothing in that litigation waives any rights in this Agreement.

However, notwithstanding any language in this Agreement to the contrary, the term "Claim" does not include (i) any self-help remedy, such as repossession or sale of any collateral given by you to us as security for repayment of amounts owed by you under the Contract; or (ii) any individual action in court by one party that is limited to preventing the other party from using such self-help remedy and that does not involve a request for damages or monetary relief of any kind. Also, we will not require arbitration of any individual Claim you make in small claims court or your state's equivalent court, if any. If, however, you or we transfer or appeal the Claim to a different court, we reserve our right to elect arbitration.

Your Right to Reject this Agreement You have the right to reject this Agreement, in which event neither you nor we will have the right to require arbitration of any Claims. Rejection of this Agreement will not affect any other aspect of your Contract. In order for you to reject this Agreement, we must receive a notice in writing ("Rejection Notice") from you within 30 days of the day you enter into the Contract, stating that you reject the Agreement. Any notice received after 30 days from the Contract date will not be accepted. The Rejection Notice must include your name, address and Vehicle Identification Number (VIN). You may email the notice to arbitrationoptout@carvana.com or you may mail it to us at: Attn: Carvana Legal, 1930 W Rio Salado Pkwy, Tempe, AZ 85281. Emailed notices must be received by 11:59pm, Arizona time, on the 30th day from the contract date. If mailed, it must be sent via certified mail, return receipt requested. Upon receipt of your Rejection Notice, we will refund your postage cost up to \$6.70. We will not refund postage cost for late notices. If the Rejection Notice is sent on your behalf by a third party, such third party must include evidence of his or her authority to submit the Rejection Notice on your behalf. If you reject this Agreement, that will not constitute a rejection of any prior arbitration between you and us.

Selection of Arbitration Administrator. Unless prohibited by applicable laws, any Claim shall be resolved, on your election or ours, by arbitration under this Agreement.

You may select as the administrator either of the organizations listed at the end of this Agreement. If we want to arbitrate, we will tell you in writing. That may include a motion to compel arbitration that we file in court. You will have 20 (twenty) days to select the administrator (or, if you dispute our right to require arbitration of the Claim, 20 (twenty) days after that dispute is finally resolved). If you do not choose an administrator within the 20-day period, we will do so.

If for any reason the administrator is unable, unwilling, or ceases to be the administrator, you will have 20 (twenty) days to choose the other organization listed at the end of this Agreement. If you do not select a new administrator within that period, we will do so. If neither organization is willing or able to be the administrator, then the administrator will be selected by the court. Notwithstanding any language in this Agreement to the contrary, no arbitration may be administered, without the consent of all parties to the arbitration, by any administrator that has in place a formal or informal policy that is inconsistent with the paragraph below captioned "No Class Action or Private Attorney General Action."

If a party files a lawsuit in court asserting Claim(s) that are subject to arbitration and the other party files a motion to compel arbitration with the court which is granted, it will be the responsibility of the party prosecuting the Claim(s) to commence the arbitration proceeding.

Location of Hearing. Any arbitration hearing you attend shall be in the federal judicial district of your residence.

No Class Action or Private Attorney General Action Notwithstanding any language herein to the contrary, if you or we elect to arbitrate a Claim, neither you nor we will have the right to: (1) participate in a class action in court or in arbitration, either as a class representative, class member or class opponent; (2) act as a private attorney general in court or in arbitration, or (3) join or consolidate your Claim(s) with claims of any other person, and the arbitrator shall have no authority to conduct any such class, private attorney general or multiple-party proceeding. This paragraph does not apply to any lawsuit filed against us in court by a state or federal government agency even when such agency is seeking relief on behalf of a class of buyers/borrowers including you. This means that we will not have the right to compel arbitration of any claim brought by such an agency.

Notice and Cure; Special Payment Prior to initiating a Claim, you may give us a written Claim Notice describing the basis of your Claim and the amount you would accept in resolution of the Claim, and a reasonable opportunity, not less than 30 days, to resolve the Claim. If (i) you submit a Claim Notice in accordance with this Paragraph on your own behalf (and not on behalf of any other party); (ii) you cooperate with us by promptly providing the information we reasonably request; (iii) we refuse to provide you with the relief you request; and (iv) the arbitrator subsequently determines that you were entitled to such relief (or greater relief), you will be entitled to a minimum award of at least \$7,500 (not including any arbitration fees and attorneys' fees and costs to which you will also be entitled).

Fees and Expenses. An arbitration administrator and arbitrator may waive or reduce its fees for financial hardship. If you ask in writing, we will pay all administrator and arbitrator fees up to \$2,500 that the administrator will not waive for any Claims you assert in good faith.

We will consider in good faith your request to pay all or part of any administrator or arbitrator fees over \$2,500 ("additional fees"). To the extent we do not approve your request, if the arbitrator issues an award to you, we will still pay you for additional fees you must pay the administrator and/or arbitrator as follows:

- (1) In the case of additional fees based on the amount of your Claim or the value of the relief you sought, we will pay you an amount equal to the fees you would have paid if the amount of your Claim or the value of the relief you sought had been the amount or value of the award to you.
- (2) In the case of other additional fees not based on the amount of your Claim or the value of the relief you sought, we will pay you for the amount of such additional fees.
- (3) If we are required to pay any greater sums under applicable law or in order for this Agreement to be enforced, we will pay such amounts.

We will bear the administrator and arbitrator fees we are normally required to pay and will also bear the expense of our attorneys, experts and witnesses, except where applicable law and the Contract allow us to recover attorneys' fees and/or court costs in a collection action we bring. You will bear the expense of your attorneys, experts and witnesses if we prevail in an arbitration. However, in an arbitration you commence, we will pay your reasonable fees if you prevail or if we must bear such fees in order for this Agreement to be enforced. Also, we will bear any fees if applicable law requires us to.

Applicable Law, Award of Arbitrator and Right to Appeal. Because the Contract involves a transaction in interstate commerce, the Federal Arbitration Act ("FAA") governs this Agreement. The arbitrator shall apply applicable substantive law consistent with the FAA. The arbitrator shall apply applicable statutes of limitations. The arbitrator is authorized and given the power to award all remedies that would apply if the action were brought in court. Either party may make a timely request for a brief written explanation of the basis for the award. The arbitrator shall not apply federal or state rules of civil procedure or evidence.

Judgment on the arbitrator's award may be entered in any court with jurisdiction. Otherwise, the award shall be kept confidential.

The arbitrator's decision is final and binding, except for any right of appeal provided by the FAA. However, if the amount of the Claim exceeds \$50,000 or involves a request for injunctive or declaratory relief that could foreseeably involve a cost or benefit to either party exceeding \$50,000, any party can appeal the award to a three-arbitrator panel administered by the administrator, which panel shall reconsider any aspect of the initial award requested by the appealing party. The decision of the panel shall be by majority vote. Reference in this Agreement to "The arbitrator" shall mean the panel of arbitrators if an appeal of the arbitrator's decision has been taken. The costs of such an appeal will be borne in accordance with the paragraph captioned "Fees and Expenses" above.

Miscellaneous. This Agreement survives payment of all amounts you owe, if any, under the Contract. It also survives your bankruptcy and any sale by us of your Contract.

If there is a conflict or inconsistency between the administrator's rules and this Agreement, this Agreement governs. If there is a conflict or inconsistency between this Agreement and the Contract, this Agreement governs. If a court or arbitrator deems any part of this Agreement invalid or unenforceable under any law or statute consistent with the FAA, the remaining parts of this Agreement shall be enforceable despite such invalidity. However, if a court limits or voids any part of the above paragraph captioned "No Class Actions or Private Attorney General Actions" in any proceeding, then this entire Agreement (except for this sentence) shall be null and void with respect to such proceeding, subject to the right to appeal such limitation or voiding.

This Agreement (if you do not reject) will supersede any prior arbitration agreement between you and us with respect to any Claim.

BY SIGNING BELOW, YOU EXPRESSLY AGREE TO THE ABOVE AGREEMENT. THE AGREEMENT MAY SUBSTANTIALLY LIMIT YOUR RIGHTS IN THE EVENT OF A DISPUTE. YOU ALSO ACKNOWLEDGE RECEIVING A COMPLETED COPY OF THIS AGREEMENT.

Customer Signature

Customer Signature

By: 

Authorized Signature

Date: 12/08/2021

ARBITRATION ADMINISTRATORS

If you have a question about the administrator mentioned in this Agreement or if you would like to obtain a copy of their arbitration rules or fee schedules, you can contact them as follows:

American Arbitration Association (AAA)

13455 Noel Road, Suit 1750

Dallas, TX 75240-6620

www.adr.org

J.A.M.S./Endispute

700 11th Street, NW, Suite 450

Washington, DC 20001

www.jamsadr.com/arbitration

(800) 352-5267